



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

August 25, 2014

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM  
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES  
302-857-4501

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSA14028CHROMATOGRAPH**  
**Laboratory Instruments, Furnishings and LIMS**

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KEY CONTRACT INFORMATION

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – Fax: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT**

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- a. 29 Del. C. § 6935 authorizes Government Support Services to enter into contracts which will enable agencies and local governments to purchase materiel at prices approved by the General Services Administration. This agreement is consistent with GSA's authorization to allow state governments to purchase under their Cooperative Purchasing program.
- b. This is not a mandatory use contract under Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD**

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Each contractor's contract shall be valid through May 31, 2016. This contract may be renewed upon the renewal of the vendor's GSA contract.

### **3. VENDORS**

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GSA Contract: [GS-07F-0564X](#)  
FSF ID: 0000034228  
Agilent Technologies, Inc.  
2850 Centerville Rd  
Wilmington, DE 19808-1610  
Contact: Jay Levine or Cory Mackintosh  
Phone: 866-428-1939 or 302-633-8708  
Fax: 302-633-8953  
Email: [jay\\_levine@agilent.com](mailto:jay_levine@agilent.com) or [cory\\_mackintosh@agilent.com](mailto:cory_mackintosh@agilent.com)  
Website: [www.agilent.com](http://www.agilent.com)

For service: 800-424-9759

### **4. SHIPPING TERMS**

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FOB Point Destination, freight prepaid.

### **5. DELIVERY AND PICKUP**

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From date of receipt of order, most items in this contract shall be delivered within 90 days. For a few highly complex items, the delivery time may be up to 120 days. The vendor will make reasonable efforts to meet the Agency's delivery requirements. If the vendor is unable to meet the Agency's delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Agency's

sole remedy is to cancel the order. Check with the vendor's Government Business Center for best delivery.

## 6. **PRICING**

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Price information may be obtained from the cognizant State Contract Procurement Officer or the vendor.

## **ADDITIONAL TERMS AND CONDITIONS**

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## 7. **WARRANTY**

- a. Product warranty terms are provided with the Product, on quotations, upon request or at [www.agilent.com/go/warranty\\_terms](http://www.agilent.com/go/warranty_terms). Each Product receives a global warranty which includes the standard warranty for the country of purchase.
- b. Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.
- c. If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.
- d. THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 8. **BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

## 9. **PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 10. **DTI BUSINESS CASE**

Compliance with all applicable DTI policies is the responsibility of the ordering agency. A Business Case determination may be required prior to ordering.

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor has agreed to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT

#### **11. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

#### **12. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

#### **13. SHIPMENT, PACKAGING AND PACKING**

- a. Agilent will ship best way prepaid according to Agilent's standard commercial practice. Agilent will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Agilent is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.
- b. Title to hardware Products and risk of loss and damage will pass to Customer at the address agreed to by Agilent in accordance with the Applicable Trade Term.
- c. Return Shipment for Calibration services: Agilent will charge a fee for returning covered Products to Customer via standard shipping and handling methods. Other shipment methods requested by Customer may be available at an additional fee.
- d. Agilent products are packaged to conform to the commercial standards and practices of the industry. For agencies requiring special military or export military specifications, or coded packaging, contact the nearest Agilent sales office in your area for the appropriate price. If special packing or shipping instructions are agreed, charges will be billed separately to Customer, and risk of loss and damage will pass to Customer on delivery to Customer's carrier.

#### **14. TERMS AND CONDITIONS OF INSTALLATION**

- a. **SITE PREPARATION**  
When this service is included in the purchase price of a Product, a representative of Agilent will contact the Customer upon receipt of Customer's purchase order to discuss site preparation requirements. This may be accomplished either during an on-site visit or by telephone, and will encompass technical site planning, preparation and installation requirements relevant to Customer's system. Customer will also receive documentation or information characterizing the physical, electrical and environmental requirements applicable to Customer's system, as well as any other requirements obtained in the appropriate Agilent "Site Preparation Manual" (when available) for the system.
- b. **SITE SURVEY**  
All installation sites must be approved by Agilent. Prior to the scheduled delivery of Customer's system, an Agilent representative will verify that the site has been prepared in conformance with the applicable "Site Preparation Manual" (when available) and meets all electrical and environmental requirements contained in that manual. This verification may occur either on-site or by telephone.

c. **PURCHASE OF INSTALLATION SERVICES**

Standard installation services are included in the price of some system Products. These services may also be obtained from Agilent for Products or systems which do not include these services in the purchase price of the Product for additional cost which will be specially quoted.

d. **INSTALLATION OF SYSTEMS AND SELECTED COMPONENTS**

When installation is included in the purchase price of a Product

- 1) Agilent will install Customer's system(s) at a mutually agreed time following notification by Customer that all Products of the coordinated shipment have been delivered to the site and that the site conforms to Agilent's requirements. Installations will be performed during Agilent's normal business hours. Installations performed outside of business hours at Customer's request may be subject to additional charges.
- 2) Agilent systems, including all accessories, interfaces, peripherals and terminals ordered with a system on a coordinated delivery and included in Agilent's configuration guide and located at the system site, will be installed by Agilent at no additional charge.

e. **SOFTWARE INSTALLATION**

Standard Software installation services consist of loading the operating system and utilities included in the operating system Software on the system and executing applicable verification test s. Software that is Customer installable will be noted in the applicable data sheet.

f. **INSTALLATION RESPONSIBILITIES**

During system installation, Agilent will perform the following tasks:

- 1) supervise uncrating, positioning and racking of the Products;
- 2) inventory the shipment against the packing list (s);
- 3) physically interconnect the Products;
- 4) check the primary power line voltage;
- 5) connect line power to Products shipped with power cable and connector; (i)
- 6) install operating system and utilities; execute turn-on procedures;
- 7) perform electronic and mechanical adjustments;
- 8) perform any repairs which may be required to make the Products operational; (ii)
- 9) execute standard Agilent diagnostic or verification programs and tests;
- 10) instruct operator on daily care and proper use of Products

During system installation, Customer will perform the following tasks:

- 1) receive, uncrate, rack or move the Products and dispose of the packaging materials;
- 2) rerack or relocate the Products;
- 3) reconfigure or regenerate Software systems;
- 4) connect line power to Products delivered without power cable and connector; (i)
- 5) may install products not supplied by Agilent;
- 6) fabricate or pull cables;
- 7) ensure that site, cable runs and power outlets conform to all local fire and electrical codes;
- 8) attach wall and ceiling mounts to building structure;
- 9) reconfigure hardware systems, including recabling or relocation of existing products

All of the above Customer tasks, except 4 and 8, may be performed by Agilent for an additional charge and are subject to availability of resources.

## **15. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **16. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **17. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **18. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.
- f. The Agency shall hold in confidence, and make reasonable efforts to ensure that its employees and agents also hold in confidence all technical, business or financial information of ATL and shall not disclose such information except upon written authorization of ATL.